

# **DEKHO SELLER TERMS & CONDITIONS**

*By registering or using the Dekho Seller Platform, you agree to these Terms and Conditions.*

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## 1. Introduction

Welcome to **Dekho**, owned and operated by **KT Live Commerce Pvt. Ltd.** (**Dekho, we, us, or our**).

These **Seller Terms and Conditions (Terms)** govern your access to and use of Dekho's live commerce, marketplace, and auction platform for listing and selling products and services (**Services**).

By registering as a Seller, listing products, or using any part of the Dekho Seller Dashboard, you acknowledge that you have read, understood, and agree to be bound by these Terms, our **Privacy Policy, Content Policy**, and any other policies referenced herein.

These Terms constitute a legally valid and enforceable electronic contract under:

- The **Indian Contract Act, 1872**
- The **Information Technology Act, 2000** and the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021** and
- The **Digital Personal Data Protection Act, 2023 (DPDP Act)**.

Dekho reserves the right to update or modify these Terms at any time, and such updates will be effective upon posting on the platform. Continued use of the Services constitutes acceptance of the updated Terms.

These Terms shall be governed by and construed in accordance with the laws of India, with exclusive jurisdiction of the competent courts in **Indore, Madhya Pradesh**.

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## 2. Seller Registration and Eligibility

Both individual sellers and duly registered business entities (such as sole proprietorships, partnerships, LLPs, or companies) are eligible to register as Sellers on Dekho, subject to applicable Indian laws.

- You must complete the registration process by providing true, complete, and accurate details, including a valid **GST number, PAN, bank account information, and identity or business proof**.
- You are responsible for maintaining current and accurate business information at all times and must promptly update any changes in your profile or business status.
- Dekho may verify your credentials and reserves the right, at its sole discretion, to accept, reject, suspend, or terminate your registration if any information is found to be false, incomplete, misleading, or non-compliant with our verification standards or applicable laws.
- You must be legally competent to enter into a binding contract under the **Indian Contract Act, 1872**.
- You shall comply with all applicable laws, regulations, and licensing requirements, including tax registration, invoicing, and product standards applicable to online and live commerce.
- You are solely responsible for maintaining the confidentiality and security of your Seller account credentials and for all activities that occur under your account. Dekho shall not be liable for any loss or damage arising from unauthorized use of your account.
- Your Seller account is non-transferable and may only be used by the registered individual or entity.

Dekho may require additional KYC verification, business validation, or onboarding training before granting full access to Seller features, including live commerce and auction tools.

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## 3. Platform Role

- **Dekho** acts solely as a **technology intermediary** under **Section 2(1)(w)** and **Section 79** of the **Information Technology Act, 2000**, providing a digital platform that enables Sellers to list products and conduct live commerce or auction sessions, and allows Buyers to make purchases or place bids.
- **Dekho does not own, control, manage, or take possession** of any goods listed or sold on the platform, and is **not a party** to the actual contract of sale between the Seller and the Buyer.

- In all cases, the **contract of sale**, including all commercial, contractual, or statutory obligations such as delivery, pricing, warranties, returns, and after-sale service, is **exclusively between the Seller and the Buyer**.
  - Dekho **does not make any representations or warranties** regarding the quality, authenticity, legality, merchantability, or suitability of any products, or the conduct of any Seller or Buyer on the platform.
  - In live commerce or auction sessions, Dekho merely provides the **digital infrastructure and tools** for Sellers to host and Buyers to participate. Dekho does not determine winners, influence bids, set prices, or engage in any sale or purchase activity.
  - Dekho and each Seller operate on a **principal-to-principal basis**, and nothing in these Terms shall be construed as creating any **agency, partnership, joint venture, employment, or franchise** relationship between Dekho and the Seller.
  - As an intermediary, Dekho **does not initiate, select, or modify** the transmission of any content, information, or product listings hosted on its platform.
  - Dekho **reserves the right to review, moderate, or remove** any listing, stream, or auction that violates these Terms, applicable law, or the platform's policies, without prior notice or liability.
  - **Dekho may, from time to time, offer value-added services** such as payment facilitation, promotional tools, logistics coordination, data analytics, or other business-support features to assist Sellers. However, such services shall be considered **ancillary and optional**, and **shall not alter Dekho's role as a neutral technology intermediary** under applicable laws.
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#### 4. Listing and Product Guidelines

- Sellers may list products for sale or auction on **Dekho's platform** only after completing verification and registration as per these Terms. Each listing must accurately represent the product being offered, including all mandatory details such as product name, brand, specifications, condition, and price or minimum bid.
- Sellers must ensure that all product information, images, descriptions, and promotional content are **truthful, non-misleading, and compliant** with the **Consumer Protection Act, 2019**, the **Consumer Protection (E-Commerce) Rules, 2020**, and all other applicable laws.
- Sellers shall not list, sell, promote, display, or auction any products that are:
  - Prohibited or restricted under Indian law (including narcotics, weapons, counterfeit goods, stolen property, wildlife products, currency, or adult/obscene material).
  - Infringing upon any third-party **intellectual-property rights** such as trademarks, copyrights, or design rights.

- Misbranded, expired, or in violation of **product-safety or labeling standards** prescribed by competent authorities such as BIS, FSSAI, or others.
  - Unethical, culturally offensive, or harmful to public decency, health, or morality.
- All prices, bids, and discounts displayed must be **genuine, transparent, and non-manipulative**, and Sellers shall not engage in price inflation, fake bidding, misleading discounts, or any other **unfair trade practices**.
- During **live-commerce or auction sessions**, Sellers must:
    - Display and describe products accurately without exaggerated or false claims.
    - Disclose all relevant details such as condition, size, authenticity, and any known defects.
    - Conduct auctions fairly and transparently, without using bots, fake bidders, or deceptive tactics.
    - Ensure that any statements or offers made during live sessions are consistent with the corresponding product listing.
- Sellers are solely responsible for ensuring that all listed products comply with **statutory labeling, packaging, warranty, and quality-control requirements**, including clear **MRP display, expiry/manufacture dates, country of origin, manufacturer/importer details, and statutory warnings**. All such declarations shall strictly adhere to the **Legal Metrology (Packaged Commodities) Rules, 2011**.
- All transactions of sale conducted between Sellers and Buyers through the platform shall be governed by the provisions of the **Sale of Goods Act, 1930**, and other applicable Indian laws. Dekho shall not be a party to, nor have any liability arising from, such contracts of sale.
- Dekho reserves the right to review, verify, delist, or remove any product listing or live stream that is found to be false, misleading, non-compliant, or in violation of these Terms, applicable laws, or platform policies, at its sole discretion and without prior notice.
- Sellers shall not upload, stream, or transmit any **content (text, image, audio, or video)** that violates Dekho's **Content & User-Generated Content Policy**, the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**, or any other law in force.
- Dekho may, at its discretion, **flag, suspend, or permanently disable** any Seller account engaged in counterfeit sales, repeated non-compliance, or fraudulent conduct.
- Sellers acknowledge that any violation of these Listing and Product Guidelines may result in **immediate delisting, account suspension, forfeiture of earnings, and/or legal action**, as deemed appropriate by Dekho.

- Dekho encourages Sellers to uphold transparency and authenticity by providing, where applicable, proof of product authenticity, brand authorization, or certificates of origin. Sellers who meet Dekho's verification and quality-assurance criteria may be granted a **Verified Seller badge** or similar trust indicator to help Buyers identify reliable and genuine Sellers.
  - All Sellers shall comply with all applicable Indian laws, including but not limited to the **Consumer Protection Act, 2019**, the **Consumer Protection (E-Commerce) Rules, 2020**, the **Legal Metrology (Packaged Commodities) Rules, 2011**, and the **Sale of Goods Act, 1930**. Any non-compliance may result in immediate delisting, account suspension, or other enforcement action as deemed appropriate by Dekho.
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## 5. Payments, Fees & Commissions

### A. Platform as Payment Facilitator

- Dekho acts solely as a **payment facilitator** between Buyers and Sellers and does not at any point own or control Buyer funds as a trustee.
  - All Buyer payments are collected through **authorized, RBI-compliant payment gateways** under the **Payment and Settlement Systems Act, 2007** and the **RBI Payment Aggregator Guidelines**.
  - Upon completion of a sale or auction, Dekho remits the **net payable amount** to the Seller's verified bank account after deducting commissions, penalties, taxes, and authorized adjustments.
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### B. Commission and Service Fees

- Dekho shall charge a **commission of 8 % (eight percent) of the total transaction value plus applicable taxes** on every successful sale or auction concluded through the platform.
  - Commissions are calculated on the **gross transaction value**, inclusive of product price, applicable taxes and charges, unless stated otherwise.
  - Dekho may revise commission rates or promotional fee structures at its discretion by prior notice through the platform or registered e-mail.
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### C. Settlement and Payout Cycle

- Dekho shall collect Buyer payments on behalf of Sellers, deduct the applicable commission, taxes, penalties (if any), and authorized adjustments, and remit the remaining balance to the Seller's verified bank account **within 7–10 working days of confirmed delivery or auction closure**, in line with Dekho's settlement policy.
- Payouts are made only to the bank account registered under the Seller's verified legal entity or name.
- Dekho reserves the right to **withhold or delay payouts** in cases of Buyer disputes, refund or chargeback claims, suspected fraud, policy violations, or pending Seller verification.

- Dekho complies with all applicable financial regulations to ensure that every transaction is processed through **secure, authorized, and RBI-approved payment channels**.
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#### D. Refunds, Chargebacks & Adjustments

- If a Buyer requests a refund or initiates a chargeback, Dekho may deduct the corresponding amount from the Seller's upcoming settlements.
  - Dekho will act as an **independent intermediary** in refund or dispute cases, and its decision regarding adjustments or settlements shall be final and binding.
  - Any negative balance created in a Seller account due to refunds or penalties must be cleared within **seven (7) days** of notification otherwise, Dekho may recover the same from future settlements or through lawful means.
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#### E. Penalties, Forfeitures & Buyer Compensation

- Dekho reserves the right to **deduct, adjust, or forfeit** any pending payouts, settlements, or commissions due to a Seller in the event of:
    - Product withdrawal after bids have been placed
    - Order cancellation after a winning bid
    - Policy violations, fraud, or misrepresentation or
    - Failure to deliver or honor Buyer commitments.
  - A **penalty of 5 % (five percent) of the highest bid value plus applicable taxes** shall apply for any product withdrawal or order cancellation after bids have been placed.
  - Dekho may, at its discretion, **utilize forfeited or deducted amounts to compensate affected Buyers or offset platform losses** arising from Seller misconduct.
  - Repeated or severe breaches may lead to **suspension of payouts, account termination, and permanent delisting** without further notice.
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#### F. Taxes and Legal Compliance

- All settlements and commissions are subject to applicable **Goods and Services Tax (GST)** and **Tax Deducted at Source (TDS)** under **Section 194-O of the Income Tax Act, 1961**.
- Sellers are solely responsible for collecting, reporting, and remitting all applicable taxes on their sales.
- Dekho may deduct and deposit TDS on Seller commissions or payouts as required by law and issue corresponding certificates.
- All payments shall be made in **Indian Rupees (INR)** in compliance with Indian tax and foreign-exchange regulations.
- Dekho and its payment partners shall observe all **KYC and Anti-Money-Laundering (PMLA, 2002)** obligations.

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## G. Transparency and Account Statements

- Dekho shall provide Sellers with a **detailed transaction and settlement statement** showing sales, commissions, deductions, refunds, and taxes for each cycle.
- Sellers must review these statements and notify Dekho of any discrepancy within **7-10 business working days** of receipt otherwise, the statement will be deemed accurate and accepted.

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## 6. Live Commerce and Auction Rules

### A. General Conduct

- Sellers conducting live commerce or auction sessions on **Dekho** must ensure that all activities comply with these Terms, applicable Indian laws, and Dekho's **Content & User-Generated Content Policy**.
- Live sessions must be conducted in a **professional, transparent, and truthful manner**, ensuring that Buyers receive accurate product information before making any purchase or bid.
- Sellers shall not engage in or encourage **false representation, deceptive marketing, or fake engagement** (including artificial viewers, likes, or comments).
- The Seller is solely responsible for all verbal and visual content presented during a live session. Any promotional statement made must be **verifiable, factual, and not misleading**.

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### B. Live Product Demonstration & Interaction

- Sellers must provide accurate and complete demonstrations of products, including details such as size, condition, authenticity, material, defects, warranty, and use.
- Used, refurbished, or imitation products must be **explicitly disclosed** as such in both the listing and the live stream.
- Sellers shall answer Buyer queries honestly and shall not conceal or distort product details.
- Language, visuals, and behaviour during live sessions must remain **appropriate, lawful, and non-offensive**, in line with the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**.
- Sellers who maintain high standards of authenticity, compliance, and buyer satisfaction may be awarded a **Verified Live Seller** or **Trusted Auction Host** badge by Dekho. Such designations

reflect consistent transparency and reliability, and may influence visibility or promotion on the platform.

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### C. Auction and Bidding Rules

- Sellers hosting auctions must clearly disclose the **starting bid, bid increments, auction duration, closing rules, and fulfillment terms** before the session begins.
  - All auctions must be conducted **fairly and transparently** Sellers shall not manipulate bids or auction outcomes.
  - Sellers shall not:
    - Place fake bids or coordinate with others to inflate prices.
    - Modify or cancel auction parameters once live, except as allowed by Dekho.
    - Refuse to honor a winning bid after auction closure.
  - The **highest valid bid at closure** constitutes the accepted offer, binding the Seller to complete the sale under the **Indian Contract Act, 1872**.
  - Sellers must issue invoices and complete delivery within the committed timeframe after receiving payment.
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### D. Product Withdrawal and Cancellations

- Sellers may withdraw a listed product **only before any bid has been placed** or before a live auction session starts.
  - If a Seller withdraws a product **after one or more bids have been placed**, or cancels an order after a winning bid has been accepted, **Dekho shall deduct a penalty of 5 % (five percent) of the highest bid value plus applicable taxes**, recoverable from the Seller's account or future settlements.
  - Repeated withdrawals, cancellations, or failure to honor winning bids may result in **temporary suspension or permanent account termination**.
  - Dekho reserves the right to **forfeit pending payouts or commissions** to compensate affected Buyers or cover administrative costs related to such breaches.
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## E. Prohibited Auction Activities

- The following are strictly prohibited:
    - Fake or shill bidding, bid rigging, or collusive pricing.
    - Use of automated or third-party bidding bots.
    - Artificial manipulation of live-stream engagement metrics.
    - Unlawful giveaways, lotteries, or games of chance.
  - Violations may result in **immediate suspension, delisting, forfeiture of proceeds, and/or legal action** under applicable laws.
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## F. Buyer Protection & Transparency

- Sellers must clearly communicate all **terms of sale, refund, exchange, and delivery policies** during the live session and in their listings.
  - Sellers must disclose **product authenticity, defects, and delivery timelines** truthfully.
  - If a Buyer raises a valid dispute, the Seller must fully cooperate with Dekho's **internal grievance and resolution process**.
  - All live sessions are **subject to recording and moderation** by Dekho to ensure compliance and fairness. Recordings may be used as evidence in case of disputes or violations.
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## G. Platform Rights & Oversight

- Dekho reserves the right to **monitor, pause, or terminate** any live or auction session violating these Terms or legal requirements.
  - Dekho may **withhold or delay payments** linked to suspicious or disputed auctions until satisfactory resolution.
  - Repeated or severe violations may result in **permanent Seller delisting and blacklisting** from the platform.
  - Dekho shall not be liable for any loss or damages arising from cancelled, failed, or disputed auctions, except where caused by Dekho's proven negligence.
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## H. Legal Compliance

*All live commerce and auction activities conducted on Dekho shall comply with the **Consumer Protection Act, 2019**, the **Consumer Protection (E-Commerce) Rules, 2020**, the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**, and all other applicable Indian laws. Sellers are solely responsible for ensuring full compliance, including adherence to fair-trade, advertising, and authenticity standards.*

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## 7. Shipping & Fulfillment

### A. Role of Dekho

- Dekho provides **integrated shipping and logistics support** to facilitate smooth delivery of products sold or auctioned through the platform.
  - All Sellers are required to use **Dekho's designated shipping partners or logistics channels** for dispatching orders.
  - The **shipping cost shall be borne by the Seller** and may be auto-deducted from settlements or billed separately, as per Dekho's shipping policy.
  - Dekho acts solely as a **logistics facilitator** and does not operate as a courier or transporter. The actual shipment and delivery are executed through **third-party logistics partners** under their respective terms and conditions.
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### B. Seller Obligations

- Sellers must ensure that products are **properly packed, labeled, and ready for pickup within 24 hours** of order confirmation or auction closure.
  - Sellers shall hand over products to Dekho's designated logistics partner within the **24-hour dispatch window**, except in cases where specific product categories (e.g., made-to-order items) are granted extended time by Dekho.
  - Sellers must generate and attach **Dekho-approved shipping labels and documentation** through the Seller Dashboard before dispatch.
  - Sellers shall not independently ship orders or use unauthorized couriers without prior written consent from Dekho.
  - Failure to comply with the 24-hour dispatch requirement may result in **delays, penalties, order cancellations, or temporary suspension of Seller privileges**.
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### C. Pickup, Tracking & Delivery

- Once a Buyer places an order or wins a bid, Dekho's logistics partner will schedule a **pickup from the Seller's registered address** within the defined pickup window.

- Each shipment will be assigned a **tracking ID** accessible to both Seller and Buyer through the Dekho platform.
  - Delivery shall be deemed complete upon **successful Buyer confirmation or verified proof of delivery** from the logistics partner.
  - Dekho and its logistics partners shall provide **real-time tracking** and reasonable delivery timelines but do not guarantee specific delivery dates unless expressly agreed.
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#### D. Shipping Costs & Deductions

- All shipping charges, logistics fees, and handling costs are **borne by the Seller**, and Dekho reserves the right to **deduct such charges** from Seller settlements or invoices.
  - In cases where Buyers are charged delivery fees, Dekho may credit or offset such amounts against total shipping costs before settlement.
  - Dekho may revise shipping rates, logistics partner terms, or policies at its discretion, with prior notification via the Seller Dashboard.
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#### E. Returns, Replacements & Reverse Logistics

- Dekho's logistics partners shall handle **returns, replacements, or reverse pickups** in accordance with platform policy.
  - Sellers must cooperate fully with Dekho and logistics partners in completing reverse logistics within the communicated timelines.
  - The **cost of reverse shipping** due to product defect, wrong item, or misrepresentation shall be **borne by the Seller**.
  - Dekho may deduct reverse logistics costs or penalties from settlements if a Seller fails to process a legitimate return or replacement.
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#### F. Packaging & Legal Compliance

- Sellers must package all goods securely using **tamper-proof, weather-resistant packaging** compliant with Dekho's guidelines and the **Legal Metrology (Packaged Commodities) Rules, 2011**.
  - Packaging must display all mandatory product information such as **MRP, manufacturer/importer details, country of origin, and statutory warnings**.
  - Dekho reserves the right to reject, return, or cancel shipments that do not meet packaging or labeling standards, at the Seller's cost.
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## G. Liability & Risk

- Dekho and its logistics partners will take **reasonable care** to ensure safe and timely delivery however, Dekho **shall not be liable** for any loss, theft, damage, or delay in transit, except where caused by Dekho's proven negligence.
  - All risk in the goods remains with the Seller until confirmed delivery to the Buyer.
  - In case of transit loss or damage, Dekho may assist the Seller in filing a claim with the logistics partner, but **Dekho's total liability shall not exceed the shipping fee charged for that order.**
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## H. Proof of Delivery & Records

- Sellers must retain valid **proof of shipment and proof of delivery (POD)** provided by Dekho's logistics partner for a minimum of **180 days** from delivery.
  - These records must be produced upon Dekho's request in case of any Buyer dispute, refund, or investigation.
  - If a Seller fails to provide sufficient proof of delivery, Dekho may treat the order as undelivered and adjust settlements accordingly.
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## I. Legal & Regulatory Compliance

- All shipments through Dekho's logistics system must comply with **postal, courier, and transport regulations**, as well as **GST, customs, and e-way bill requirements** where applicable.
  - Sellers must not ship prohibited or restricted items under Indian law.
  - Dekho and its logistics partners shall comply with all **KYC and Anti-Money Laundering (PMLA, 2002)** requirements related to logistics transactions.
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## 8. Product Legitimacy, Legal Compliance & Seller Warranties

### A. Authenticity and Ownership

- The Seller warrants that all goods listed, sold, or promoted through **Dekho** are **genuine, authentic, lawfully owned, and free from any counterfeit, imitation, or stolen origin.**
  - The Seller further represents that they have **full ownership, authority, and lawful rights** to list, sell, and transfer such goods to Buyers without violating any third-party rights or applicable laws.
  - Sellers must not offer goods that are illegally imported, pirated, refurbished (unless disclosed), or otherwise restricted for sale in India.
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## B. Prohibited and Restricted Goods

Sellers shall not list, sell, promote, display, or auction any goods that are **prohibited, banned, or restricted** under Indian law, including but not limited to:

- Narcotics, intoxicants, alcohol, or tobacco products (where restricted by state law)
- Weapons, ammunition, explosives, or hazardous materials
- Wildlife products, ivory, animal remains, or any article derived therefrom
- Currency, government property, or restricted defense items
- Obscene, pornographic, defamatory, or culturally offensive materials
- Human organs, remains, or medical waste and
- Any item violating public decency, health, safety, or morality standards.

Dekho reserves the right to **block, delist, or report** any product found to fall under such prohibited or restricted categories without prior notice.

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## C. Statutory Compliance

The Seller shall comply with all applicable **laws, rules, and regulations** governing the manufacture, sale, labeling, marketing, and distribution of goods in India, including but not limited to:

- **Consumer Protection Act, 2019** and the **Consumer Protection (E-Commerce) Rules, 2020**,
  - **Legal Metrology Act, 2009** and the **Legal Metrology (Packaged Commodities) Rules, 2011**,
  - **Drugs and Cosmetics Act, 1940** and **Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954**,
  - **Food Safety and Standards Act, 2006** and **FSSAI regulations** (for food, beverages, supplements, or consumables),
  - **Bureau of Indian Standards Act, 2016** (for certified or quality-regulated goods),
  - **Trade Marks Act, 1999**, **Copyright Act, 1957**, and **Designs Act, 2000** (for intellectual property compliance),
  - **Customs Act, 1962** (for imported goods and declaration of importer details), and
  - Any other **sector-specific or regional laws** applicable to the Seller's product category.
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## D. Product Labeling & Packaging

• Every listed product must display all **mandatory legal declarations** as per the **Legal Metrology (Packaged Commodities) Rules, 2011**, including:

- Maximum Retail Price (MRP)
- Name and address of manufacturer, packer, or importer

- Quantity or size
  - Country of origin
  - Date of manufacture and expiry (where applicable) and
  - Statutory warnings or safety instructions (e.g., for cosmetics, food, or electronic items).
- Products must be packaged in compliance with **Dekho's packaging standards**, ensuring safety, tamper-proofing, and lawful labeling.
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#### E. Regulated, Licensed, or Certified Goods

- Sellers dealing in **regulated product categories** (including food, cosmetics, pharmaceuticals, electronics, or health-related goods) must ensure such goods are **licensed, tested, approved, and certified** under applicable law.
  - Sellers must maintain and provide valid licenses, FSSAI registrations, BIS certifications, or safety/test reports upon request.
  - Any sale or advertisement of unapproved or uncertified goods is strictly prohibited and may attract legal action.
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#### F. Imported Goods

- Sellers offering imported goods must ensure compliance with the **Customs Act, 1962, Foreign Trade (Development and Regulation) Act, 1992**, and applicable import licensing or labeling requirements.
  - Imported goods must clearly display **importer details, country of origin**, and relevant duty or certification marks.
  - Sellers are responsible for ensuring that imported items are **lawfully imported, duty-paid, and non-infringing**.
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#### G. Product Information & Misrepresentation

- Sellers must provide **accurate, complete, and truthful information** in all listings, images, descriptions, and live demonstrations.
- Sellers are prohibited from:
  - Misrepresenting the nature, origin, or condition of products
  - Tampering with or relabeling original product packaging
  - Using deceptive claims or imagery to mislead Buyers and
  - Offering refurbished, used, or imitation items as new without disclosure.
- Any misrepresentation or falsification shall be treated as **fraudulent conduct** and may result in **suspension, delisting, and legal action**.

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## H. Verification & Inspection Rights

- Dekho reserves the right to **request proof of authenticity, certificates, import documents, or compliance licenses** for any product at any time.
- Sellers must promptly furnish such documents upon request to continue listing their goods.
- Dekho may conduct **random audits, verification checks, or product investigations** to ensure compliance and platform safety.

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## I. Enforcement & Penalties

- Dekho may, at its sole discretion, **delist, block, or suspend** any Seller or product found violating applicable laws, platform policies, or authenticity standards.
- Dekho reserves the right to **withhold settlements, forfeit pending payments, or report non-compliant Sellers** to the appropriate regulatory or enforcement authorities.
- Serious or repeated violations may result in **permanent account termination and legal prosecution** under relevant statutes.

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## 9. Data Protection and Privacy Compliance

### a. Privacy, Data Protection & Confidentiality

#### A. Applicability of Indian Data Laws

- **Dekho** complies with all applicable Indian data protection and information security laws, including:
  - The **Digital Personal Data Protection Act, 2023 (DPDP Act)**,
  - The **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011**, and
  - Other relevant data privacy, cybersecurity, and intermediary regulations under the **Information Technology Act, 2000**.
- Dekho is committed to processing all personal data **lawfully, fairly, and for legitimate purposes**, in accordance with the principles of **consent, purpose limitation, data minimization, and storage limitation** set out under the DPDP Act.

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#### B. Personal Data Collected

- Dekho may collect and process the following personal and business information from Sellers:
  - Full name, registered business name, and address

- GST, PAN, and KYC documents
  - Bank account and payment details
  - Contact information (phone number, email address)
  - Identity verification data and account credentials and
  - Platform usage, transaction, and device analytics (e.g., IP address, login logs, and session data).
- Such information may be collected directly from the Seller or indirectly through trusted third-party verification or analytics tools integrated into the platform.
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### C. Purpose of Processing

Dekho collects, processes, and stores data strictly for lawful business purposes, including:

- **Seller account creation, onboarding, and verification**
- **Transaction management**, live commerce operations, and auction participation
- **Commission calculation, payment processing, and settlement**
- **Customer support and communication** between Buyers and Sellers
- **Fraud prevention, dispute resolution, and risk management** and
- **Platform improvement, analytics, and user experience optimization.**

Dekho shall not process Seller data for any purpose other than those stated above without obtaining **explicit, informed consent** as required by law.

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### D. Data Sharing & Third-Party Access

- Dekho may share limited Seller data only with **authorized and contractually bound third parties**, such as:
    - **Payment gateways and financial institutions** (for payment processing and settlement),
    - **Logistics and courier partners** (for order delivery and reverse logistics),
    - **Verification or compliance service providers** (for KYC, tax, and fraud prevention), and
    - **Regulatory or law enforcement authorities** (when required under applicable law).
  - All such third parties are bound by **strict confidentiality, non-disclosure, and data protection obligations** consistent with the DPDP Act and IT Rules.
  - Dekho does **not sell, rent, or disclose personal data** to any unauthorized or unrelated third party for marketing or commercial purposes without the Seller's consent.
  - If data is transferred or stored outside India, Dekho shall ensure that such transfer complies with **DPDP Act rules on cross-border data sharing** and equivalent protection standards.
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## E. Security Measures

• Dekho maintains **reasonable security practices and procedures** as required under **Rule 8 of the IT (SPDI) Rules, 2011**, including:

- Encryption of sensitive data during transmission and storage
- Secure access control and password management systems
- Regular audits, vulnerability assessments, and penetration testing and
- Maintenance of detailed system **access and activity logs**.

• In the event of a **data breach, unauthorized access, or security incident**, Dekho shall promptly:

- Take all necessary mitigation steps
  - Notify the affected parties and relevant authorities as required under the **DPDP Act** and
  - Document and retain all breach-related actions in compliance with legal obligations.
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## F. Data Retention and Deletion

• Seller data shall be retained **only for as long as necessary** to fulfill the purposes stated above or as required under applicable law (including taxation, audit, or legal compliance).

• Upon Seller account termination or written request, Dekho shall delete or anonymize personal data, except where retention is required for:

- Settlement, refund, or legal obligations
  - Dispute resolution or fraud prevention or
  - Recordkeeping mandated by regulators.
    - Sellers may request data **access, correction, or deletion** at any time by contacting Dekho's Support Team or Grievance Officer. Requests shall be honored within **15 business days**, subject to legal requirements.
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## G. Confidentiality Obligations

• All non-public business, financial, or personal data exchanged between Dekho and Sellers shall be treated as **strictly confidential**.

• Neither party shall disclose such information to third parties except:

- with prior written consent, or
  - when legally required by court order, governmental, or regulatory authority.
    - Dekho shall ensure that its employees, contractors, and partners handling such information are bound by **appropriate confidentiality and data protection agreements**.
-

## H. Grievance Redressal

- Dekho has appointed a **Grievance Officer** in accordance with Rule 3(2) of the **IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**, to handle privacy and data-related complaints.
  - Sellers may raise grievances or data-related requests by contacting the Grievance Officer through the details provided in Dekho's **Privacy & Data Safety Policy**.
  - All complaints will be acknowledged within **48 hours** and resolved within **15 working days**, or within such period as required under applicable law.
- 

## 10. Intellectual Property Rights

### A. Dekho's Intellectual Property

- All intellectual property in and to the **Dekho platform**, including its name, logo, branding, design, layout, software, interface, databases, algorithms, and other proprietary materials, are the exclusive property of **KT Live Commerce Pvt. Ltd.**
  - The Seller acknowledges that the **Dekho brand name, trademarks, trade dress, domain names, content, and all associated intellectual property** are protected under the **Trade Marks Act, 1999**, and **Copyright Act, 1957**.
  - Sellers are granted a **limited, revocable, non-exclusive, non-transferable license** to access and use the Dekho platform solely for the purpose of listing, promoting, and selling goods in accordance with these Terms.
  - Sellers shall not copy, modify, reproduce, reverse-engineer, distribute, or use Dekho's intellectual property for any purpose other than lawful use of the platform.
- 

### B. Seller's Intellectual Property & Content

- The Seller retains ownership of all **original content** uploaded, such as product descriptions, images, live videos, trademarks, and brand materials (collectively, Seller Content).
  - By listing products, creating live sessions, or uploading media to Dekho, the Seller grants **Dekho a worldwide, royalty-free, non-exclusive, sub licensable license** to:
    - host, display, reproduce, distribute, communicate, and use the Seller Content on or through the Dekho platform
    - promote, advertise, or feature Seller Content (including live streams, images, or videos) in **Dekho's marketing materials, social media, advertisements, or campaigns**
    - edit or adapt Seller Content only for the limited purpose of optimizing visibility or presentation on the platform, without altering its substance.
      - This license shall remain valid for as long as the Seller's content remains listed on the platform and may continue for archival, legal, or promotional use even after account termination, unless the Seller expressly revokes it in writing for future promotions.
-

### C. Protection of Third-Party Rights

- Sellers shall ensure that their uploaded or streamed content **does not infringe any third-party intellectual property rights**, including copyrights, trademarks, or design rights.
  - Sellers must have all necessary **licenses, rights, and permissions** to use any third-party images, music, brand names, or other protected material in their listings or live sessions.
  - Any intellectual property infringement claim against the Seller shall be the **sole responsibility of the Seller**, and Dekho shall not be held liable for such violations.
  - Dekho reserves the right to **remove or disable** any content that allegedly infringes third-party IP rights upon receiving a valid notice or takedown request under the **Copyright Act, 1957** or **IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**.
- 

### D. Use of Dekho's Name, Brand, or Trademarks

- Sellers shall not use the **Dekho name, logo, trademarks, or any confusingly similar mark** for advertising, promotion, or representation without prior written authorization from Dekho.
  - Sellers are prohibited from suggesting or implying any **endorsement, sponsorship, or affiliation** with Dekho, except as permitted under these Terms.
  - Any unauthorized or misleading use of Dekho's intellectual property shall be treated as a **material breach** and may result in immediate suspension and legal action under the **Trade Marks Act, 1999**.
- 

### E. Reporting and Enforcement

- If a Seller believes that their intellectual property has been infringed by another Seller or user on the platform, they may submit a **written infringement notice** to Dekho's Grievance Officer, including evidence of ownership and the infringing content details.
  - Upon receiving such notice, Dekho shall review the claim and may take appropriate action, including **temporary removal, notice to the infringing party, or account suspension**, in accordance with **IT Rules, 2021**.
  - Dekho may also forward the complaint or relevant materials to law enforcement or legal authorities when required by law.
- 

### F. Termination of License

- Upon termination of a Seller's account, the license granted to Dekho for Seller Content shall automatically cease, except for:
  - archived or backup data retained for legal, operational, or evidentiary purposes and

- promotional or campaign materials already published prior to termination.
    - Dekho shall not use Seller Content for any new promotions post termination if the Seller has revoked permission in writing.
- 

## G. Limitation of Liability

- Dekho shall not be liable for any loss or damage resulting from the **unauthorized use, misuse, or reproduction** of Seller Content by third parties outside its control.
  - While Dekho takes reasonable steps to protect platform content, the Seller acknowledges that **online content may be accessible publicly**, and unauthorized use by external parties cannot be completely prevented.
- 

## 11. Liability, Indemnity & Confidentiality

### A. Indemnity by Seller

The Seller agrees to **indemnify, defend, and hold harmless Dekho (KT Live Commerce Pvt. Ltd.)**, its directors, officers, employees, agents, and affiliates from and against any and all **losses, liabilities, damages, penalties, costs, or expenses (including reasonable legal fees)** arising out of or relating to:

- Any **breach** of these Terms, platform policies, or warranties made by the Seller
- Listing, promotion, or sale of **counterfeit, prohibited, or illegal goods**
- Any **violation of applicable laws**, including consumer-protection, data-privacy, intellectual-property, tax, or customs laws
- **Misuse, unauthorized disclosure, or loss** of Buyer or user data
- Any **act, error, omission, negligence, fraud, or misrepresentation** by the Seller or its representatives or
- Any **third-party complaint, claim, or government action** arising from the Seller's listings, live sessions, or transactions on the platform.

This indemnity obligation shall **survive suspension or termination** of the Seller's account and remain enforceable until all related claims are finally resolved.

---

### B. Dekho's Limitation of Liability

- Dekho operates solely as an **online intermediary and technology platform** under Section 2(1)(w) and Section 79 of the **Information Technology Act, 2000**, facilitating transactions between independent Buyers and Sellers.
- Dekho's **total aggregate liability**, whether in contract, tort, negligence, or otherwise, **shall not exceed the total commission or service fee earned by Dekho** from the transaction giving rise to such claim.
- Dekho shall **not be liable** for any indirect, incidental, consequential, punitive, or exemplary

damages, including but not limited to:

- loss of business, revenue, profit, goodwill, or data
  - product defects, misrepresentation, or non-delivery by Sellers
  - Buyer misconduct, payment failures, or chargebacks
  - third-party service disruptions (payment gateways, logistics, networks) or
  - events beyond Dekho’s reasonable control.
  - All representations and warranties relating to listed goods are **solely the Seller’s responsibility**, and Dekho disclaims all implied warranties of merchantability, fitness, or accuracy.
- 

### C. Confidentiality

- Both Parties shall maintain **strict confidentiality** over all non-public business, financial, technical, or user information obtained through the platform.
  - Confidential information shall not be disclosed to any third party except:
    - with prior written consent of the disclosing party or
    - when disclosure is required by law, regulation, or court order.
  - Each Party shall ensure that its employees, contractors, and service partners are bound by **equivalent non-disclosure obligations**.
  - This confidentiality obligation shall survive termination of the Seller’s account.
- 

### D. Buyer Data Protection

- Sellers may access Buyer data **only** to process confirmed orders or provide lawful after-sales support.
  - Sellers shall **not store, share, sell, or use Buyer information** for unsolicited marketing, profiling, or any unlawful purpose.
  - Any misuse, unauthorized disclosure, or breach of Buyer data by the Seller shall constitute a **material violation** of these Terms and may result in:
    - immediate **termination** of the Seller account
    - **forfeiture or withholding** of settlements and
    - possible **legal action** under the **Digital Personal Data Protection Act, 2023** and other applicable laws.
- 

### E. Force Majeure

Dekho shall not be liable for any delay, failure, or interruption in performance caused by circumstances beyond its reasonable control, including but not limited to: natural disasters, fire, flood, earthquake, war, terrorism, civil unrest, governmental action, changes in law, network failures, or system outages.

During such events, Dekho's obligations shall be **suspended for the duration of the disruption**, and no party shall be entitled to claim damages arising therefrom.

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## F. Survival of Obligations

The provisions relating to **indemnity, limitation of liability, confidentiality, data protection, and dispute resolution** shall **survive termination** or expiration of these Terms.

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## 11. Termination, Suspension & Account Deactivation

### A. Right to Suspend or Terminate

• **Dekho** reserves the right to **suspend, restrict, or permanently terminate** a Seller's account, access, or listings at any time if the Seller:

- Violates these **Terms & Conditions**, platform policies, or applicable laws
- Engages in **fraudulent, misleading, or illegal activities**
- Sells **prohibited or counterfeit goods**
- Fails to fulfill confirmed orders or commits repeated delivery delays
- Engages in **data misuse, privacy breaches, or false representation**
- Attempts to manipulate **bids, reviews, ratings, or platform systems**
- Is subject to **regulatory or law enforcement investigation** or
- Fails to maintain valid business documentation or comply with legal obligations.

• Dekho may also temporarily suspend Seller activity for **maintenance, compliance audits, payment verification, or policy updates**.

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### B. Seller-Initiated Termination

• A Seller may terminate their account at any time by submitting a written request through their **Seller Dashboard** or official email.

• Dekho will process such termination requests within **10 working days**, subject to the Seller:

- Clearing all dues, fees, and commissions
  - Completing pending deliveries and returns and
  - Settling any active Buyer disputes or refund claims.
    - Once all obligations are settled, Dekho will deactivate the Seller account and process any **final settlements** as per platform policy.
-

### C. Effect of Suspension or Termination

Upon suspension, deactivation, or termination of a Seller account:

- All **active listings and live auctions** shall be immediately paused or removed from the platform.
  - Any **pending orders** shall either be canceled or redirected for refund, at Dekho's discretion.
  - **Pending settlements** may be **withheld** until all disputes, penalties, or Buyer claims are resolved.
  - Dekho may deduct any **outstanding commissions, penalties, or refund amounts** from the Seller's balance prior to releasing final payment.
  - Dekho shall retain records of all transactions, communications, and account activity for **audit, legal, and tax purposes**.
- 

### D. Reinstatement of Account

- Sellers whose accounts have been suspended or restricted may apply for reinstatement by submitting a **written appeal** along with supporting documents or corrective evidence.
  - Dekho reserves the right to reinstate or permanently block the account **based on its investigation and sole discretion**.
  - Reinstatement may require payment of any outstanding dues, compliance proofs, or additional verification.
- 

### E. Termination by Dekho for Operational or Policy Reasons

- Dekho reserves the right to discontinue or modify the platform, services, or Seller program for business, legal, or technical reasons.
  - In such cases, Dekho will provide **reasonable prior notice (minimum 15 days)** to Sellers before termination, unless required to act immediately by law or authority.
  - Sellers will receive all **eligible settlements** after deduction of applicable dues and taxes.
- 

### F. Survival of Obligations

The following provisions shall survive termination or deactivation of a Seller's account:

- Confidentiality and Data Protection obligations
  - Intellectual Property Rights
  - Liability and Indemnity
  - Governing Law, Jurisdiction, and Dispute Resolution
  - Any outstanding financial or legal obligations arising before termination.
-

## G. Consequences of Non-Compliance

- Repeated or serious violations may lead to **permanent Seller blacklisting** across the platform.
  - Dekho reserves the right to **report fraudulent or unlawful activities** to regulatory, tax, or law enforcement authorities.
  - Dekho may, at its discretion, use withheld or forfeited funds to **compensate affected Buyers or cover platform losses**.
- 

## H. Final Settlement & Data Handling

- Upon termination, Dekho shall process the **final settlement** within **15 business days**, subject to resolution of all dues, disputes, and verifications.
  - Seller data and content shall be **retained or deleted** in accordance with Dekho's **Privacy & Data Safety Policy** and the **Digital Personal Data Protection Act, 2023**.
  - Sellers may request a copy of transactional statements or compliance records within **30 days of termination**.
- 

## 12. Governing Law, Jurisdiction & Dispute Resolution

### A. Governing Law

- These Terms and any dispute, claim, or controversy arising out of or in connection with them shall be governed by and construed in accordance with the **laws of India**, without regard to conflict of law principles.
  - All transactions, communications, and contractual relationships between **Dekho (KT Live Commerce Pvt. Ltd.)**, Sellers, and Buyers shall be interpreted and enforced in accordance with **Indian legal and regulatory frameworks**, including but not limited to:
    - The **Indian Contract Act, 1872**,
    - The **Information Technology Act, 2000**,
    - The **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**,
    - The **Consumer Protection (E-Commerce) Rules, 2020**, and
    - The **Arbitration and Conciliation Act, 1996** and its amendments.
- 

### B. Jurisdiction

- Subject to the arbitration clause below, the **courts at Indore, Madhya Pradesh**, shall have **exclusive jurisdiction** over any disputes, claims, or proceedings arising from or relating to these Terms or the use of the Dekho platform.
- The Seller expressly agrees that **Indore shall be the sole and exclusive venue** for all legal actions, irrespective of where the Seller or Buyer is located or where the transaction occurred.

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### C. Dispute Resolution Process

Dekho promotes amicable resolution of disputes through a structured **three-step process**, as follows:

#### *Step 1: Negotiation*

- In the event of any dispute or disagreement between the Seller and Dekho, both Parties shall first attempt to resolve the issue through **good-faith negotiation** via written communication.
- The Parties shall have a period of **fifteen (15) business days** from the date of notification of the dispute to reach a mutual resolution before proceeding further.

#### *Step 2: Mediation*

- If the dispute remains unresolved after negotiation, either Party may refer the matter to **mediation**, conducted by a **mutually agreed independent mediator** within **ten (10) business days**.
- The mediation may be conducted **virtually or in person at Indore**, and any settlement reached shall be **binding and enforceable** upon both Parties.

#### *Step 3: Arbitration*

- If negotiation and mediation fail, the dispute shall be **finally resolved by binding arbitration** under the provisions of the **Arbitration and Conciliation Act, 1996**, including all amendments thereto.
- The arbitration proceedings shall be conducted as follows:
  - The **seat and venue** of arbitration shall be **Indore, Madhya Pradesh, India**.
  - The arbitration shall be conducted by a **sole arbitrator**, appointed jointly by both Parties.
  - If the Parties fail to agree on the arbitrator within **fifteen (15) days**, the arbitrator shall be appointed by Dekho in accordance with the Act.
  - The arbitration proceedings shall be conducted in the **English language**.
  - The **arbitrator's award** shall be **final, conclusive, and binding** on both Parties and enforceable in any court of competent jurisdiction.

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### D. Interim Relief

- Notwithstanding the above, Dekho shall have the right to seek **interim, injunctive, or equitable relief** from any court of competent jurisdiction (including courts in Indore) to:
  - prevent unauthorized use, disclosure, or misuse of its confidential information
  - protect its intellectual property rights or
  - restrain violations or preserve status quo pending arbitration.

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#### E. Costs of Proceedings

- Each Party shall bear its own legal and administrative costs during negotiation and mediation.
- In arbitration, the costs and expenses shall be allocated as determined by the arbitrator in the final award.

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#### F. Confidentiality of Proceedings

- All negotiations, mediations, and arbitration proceedings under this section shall be conducted in **strict confidentiality**, and no information concerning such proceedings shall be disclosed to third parties, except as required by law or to enforce an arbitral award.

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#### G. Waiver of Class Action

- Both Parties agree that disputes shall be resolved **only on an individual basis**, and no Party shall participate in any **class action, representative, or collective legal proceeding** against the other.

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#### H. Notices & Communication

- Any legal notice, claim, or communication under this section shall be made in writing and delivered to:

**Legal Department**

**KT Live Commerce Pvt. Ltd. (Dekho)**

📍 Address: 60, New Dewas Road, Indore, Madhya Pradesh, India

✉ Email: dekholiveishop@gmail.com

**Attention:** Legal & Compliance Officer

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### 13. Amendments and Modifications

#### A. Right to Amend

- **Dekho (KT Live Commerce Pvt. Ltd.)** reserves the right to **amend, modify, or update** these Seller Terms & Conditions, policies, or related operational guidelines **at any time**, at its sole discretion.
- Such amendments may be made to ensure compliance with **applicable laws, regulatory directions, business requirements**, or to enhance the functioning and safety of the platform.

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## B. Notice of Changes

- Any changes or updates to these Terms shall be communicated through one or more of the following methods:
  - Publication of the revised Terms on the Dekho platform or website
  - Notification via email or in-app message to registered Sellers or
  - Announcement through official Dekho communication channels.
    - The **date of the latest revision** shall always be mentioned at the top of the Terms.

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## C. Seller's Acceptance

- Continued access to or use of the Dekho platform after the publication or communication of such amendments shall constitute the Seller's **acknowledgment and acceptance** of the updated Terms.
- If a Seller disagrees with any modification, they must **cease use of the platform** and may request **account termination** under Section 12 of these Terms.

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## D. Retrospective and Regulatory Changes

- Amendments made to comply with **new laws, government directions, or judicial orders** shall take effect **immediately**, without prior notice, to the extent required by law.
- Dekho shall not be liable for any loss or delay arising from such mandatory legal compliance actions.

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## E. Interpretation

- In case of any inconsistency between previous and updated versions of these Terms, the **latest published version** shall prevail.
- Dekho's interpretation of the Terms shall be **final and binding** on all Sellers, except where subject to adjudication under Dispute Resolution.

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## 14. Grievance Redressal & Contact Information

In compliance with **Rule 3(2)** of the **IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**, the following officer has been appointed:

**Grievance Officer: Keval Shah**  
**KT Live Commerce Pvt. Ltd. (Dekho)**

📍 **Address:** 60, New Dewas Road, Indore, Madhya Pradesh, India

✉️ **Email:** dekholiveishop@gmail.com

🕒 **Working Hours:** Monday to Friday, 10:00 AM – 6:00 PM

**Complaint Procedure:**

- Complaints may be filed via email with full details and evidence.
- All complaints will be **acknowledged within 24 hours** and **resolved within 15 working days**.
- The Grievance Officer may request further information for investigation.

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## 15. Miscellaneous Provisions

### A. Entire Agreement

These Terms, together with Dekho's **Privacy & Data Safety Policy, Content & User-Generated Policy**, and any additional agreements or policies referenced herein, constitute the **entire agreement** between the Seller and **Dekho (KT Live Commerce Pvt. Ltd.)**.

They supersede all prior communications, representations, or understandings — whether oral or written — relating to the subject matter herein.

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### B. Severability

If any provision of these Terms is held to be **invalid, unlawful, or unenforceable** under applicable law, such provision shall be deemed **modified or severed** to the minimum extent necessary to make it valid, and the remaining provisions shall **continue in full force and effect**.

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### C. Waiver

No failure or delay by Dekho in exercising any right, power, or remedy under these Terms shall operate as a waiver of such right, nor shall any single or partial exercise prevent any further exercise thereof.

Any waiver shall be valid **only if made in writing** by an authorized representative of Dekho.

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#### D. Assignment

- The Seller shall **not assign, transfer, or sublicense** its rights or obligations under these Terms without Dekho's prior written consent.
  - Dekho may assign or transfer its rights and obligations to any **affiliate, group company, or successor entity** as part of a merger, reorganization, or corporate restructuring, without requiring separate consent from the Seller.
- 

#### E. Relationship of Parties

Nothing contained in these Terms shall be deemed to create a **partnership, joint venture, employment, or agency relationship** between Dekho and the Seller.

The Seller acts as an **independent business entity**, and neither Party shall bind or represent the other in any manner.

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#### F. Communication & Notices

- All legal notices, claims, or communications under these Terms shall be made in **writing** and sent to the contact details provided in **Grievance Redressal & Contact Information** or through official Dekho communication channels.
  - Electronic communication via **email or in-app notifications** shall be deemed legally valid and sufficient for all purposes under the **Information Technology Act, 2000**.
- 

#### G. Interpretation

- Headings and section titles are provided for convenience only and shall not affect the interpretation of these Terms.
  - References to laws or regulations shall include all **amendments, re-enactments, or replacements** thereof, unless explicitly stated otherwise.
  - In the event of any inconsistency between these Terms and any policy or document referred herein, the provisions of these Terms shall **prevail**, unless otherwise specified.
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#### H. Survival

All provisions relating to **intellectual property, confidentiality, data protection, indemnity, limitation of liability, and dispute resolution** shall survive the termination or expiration of these Terms, as necessary to give them full effect.

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## I. Force Majeure

Dekho shall not be held liable for any delay or failure in performance due to events beyond its reasonable control, including natural disasters, governmental actions, strikes, wars, civil unrest, or technical disruptions beyond its control.

Such performance shall be deemed suspended for the duration of the event.

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## J. Governing Language

These Terms are drafted and shall be interpreted in the **English language**, which shall prevail in the event of any translation discrepancies or interpretations.

## 16. Acceptance & Execution Clause

### A. Electronic Contract

These Terms and Conditions constitute a **legally valid and binding electronic agreement** between the Seller and **KT Live Commerce Pvt. Ltd. (Dekho)** under the provisions of **Section 10A of the Information Technology Act, 2000**, and the relevant rules thereunder.

No physical signature or stamp is required for the enforceability of this agreement.

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### B. Seller's Acceptance

- By clicking **I Agree**, completing registration, listing products, or using any part of the Dekho platform, the Seller acknowledges that they have **read, understood, and accepted** all terms, policies, and conditions contained herein.
  - The Seller's electronic acceptance shall have the **same legal effect as a signed written contract** under Indian law.
  - Sellers who do not agree with these Terms must **immediately discontinue use** of the Dekho platform.
- 

### C. Execution and Effective Date

- These Terms become effective upon the Seller's **first use or registration** on the Dekho platform and shall remain in force until terminated in accordance with Section (Termination & Suspension).
  - Dekho reserves the right to maintain an **electronic record of Seller consent and version history** for compliance and evidentiary purposes.
-

#### D. Version Control

- Dekho shall maintain and publish the **effective date and version number** of the most recent Seller Terms & Conditions on its platform or website.
- Continued use of the platform after publication of any update shall constitute **implied acceptance** of the revised Terms.